UNITED STATES DEPARTMENT OF AGRICULTURE
Agricultural Adjustment Administration
Division of Information
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Tenant-Protection Provisions Under AAA
(Revised)

(From time to time, word reaches the Department about the displacement of tenants under the crop adjustment programs of the Agricultural Adjustment Administration. The following brief statement may serve to clarify the Department's position and authority in dealing with instances of this nature.)

The problems of tenancy began, of course, long before the agricultural programs came into existence. However, the particular danger of tenant displacement under adjustment programs was recognized, and steps were taken to discourage such practices so far as possible and within the limitations of existing authority. In contracts which were executed under the 1934 and 1935 programs, as well as in the regulations and instructions which have been issued in subsequent programs, provision was made for withholding payments from or reducing payments to landlords who reduced the number of tenants or sharecroppers on their farms or who adopted other devices which were designed for or had the effect of diverting to the landlord payments which normally would go to tenants.

Based on experience in administering programs under previous legislation, Section 8 (f) of the Soil Conservation and Domestic Allotment Act, as amended, provides specifically for prevention of the displacement of or discrimination against tenants and sharecroppers. Under this legislation, any reduction in the number of tenants below the average number of tenants on any farm during the preceding 3 years, or any change in the relationship between the landlord and the tenants or sharecroppers, with respect to any farm, shall not operate to increase the landlord's payments. The act, as amended, provides that such limitations shall not apply if, on investigation, the local committee finds that the change is justified and approves such change in relationship or reduction. Such action of local committees shall be subject to approval or disapproval by State committees.

This does not mean that the Department may arbitrarily insist that the same individuals be kept on a farm, but it does mean that a landlord may not change his usual relation with his tenants under provisions of the act and receive a greater share of the Government payments, unless such change is justified and is approved by the county committee.

If a landlord does not make application for a payment under the agricultural conservation program, the Department of Agriculture has no jurisdiction over the cropping arrangements entered into by him and his tenants or over any action taken by him in displacing tenants. If the landlord anticipates a payment, however, the Department may withhold or reduce his computed payment if it is determined that the limitations provided in farm legislation should be applied.

As a further safeguard against the indiscriminate and unjustifiable displacement of tenants or the changing of their tenure, the agricultural program provides that payment may be withheld from any person who, it is determined, has adopted some practice or device designed to defeat the purposes of the program. This provision is intended to insure that tenants and sharecroppers shall receive their proportionate shares of the payments made with respect to farms on which they are producers. The use by the landlord or farm operator of a lease or operating agreement which would have the effect of depriving any tenant or sharecropper of a payment he would ordinarily be entitled to receive under the programs may properly be determined to be a practice tending to defeat the purposes of the program, and payments may be withheld from any producers employing such a practice. This is true whether the lease or operating agreement be oral or written, or whether it was entered into willingly or unwillingly on the part of the tenant or sharecropper.

Reports have been received of "bonus rent" charges by landlords for the purpose of securing a share of the agricultural conservation payments to which tenants and sharecroppers are rightfully entitled. When such bonus rents or charges are made under conditions which have not heretofore been regular rental procedure, they clearly constitute an attempt to deprive tenants and sharecroppers of payments to which they are otherwise entitled. In such cases, payments may be withheld, or, where made, recovered, from any landlord or operator employing such devices.

Practices which tend to defeat the purposes of the agricultural conservation program also include, but are not limited to, the following cases: Where a landlord or operator knowingly omits the names of other producers on that farm from any official ACP document, or shows incorrectly his or their acreage shares of a crop or share of soil-building practices, or otherwise falsifies the record required to be submitted in respect to a particular farm, thereby intentionally depriving or attempting to deprive one or more landlords, tenants, or sharecroppers of payments to which they are entitled; where a landlord requires his tenant or sharecropper to execute an assignment, ostensibly covering advances of money or supplies to make a current crop, but actually for a purpose not permitted by the assignment regulations. In all such cases, the entire program payments with respect to the farm which would otherwise be received by the landlord or operator shall be withheld or required to be refunded.

Producers, or other interested persons, who have knowledge of unfair landlord-tenant relations or practices under the agricultural adjustment programs are urged to report such instances to the county committee, in order that the protection available to farmers under legislation may operate in behalf of those for whom it was enacted.

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